

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

**In re: VEHICLE TRACKING AND
SECURITY SYSTEM ('844) PATENT
LITIGATION**

MDL No. 11-2249 (DWF / SER)

This document pertains to:

STIPULATION

PJC LOGISTICS, LLC,

Plaintiff,

v.

**GENERAL MOTORS LLC, GENERAL
MOTORS COMPANY and
ONSTAR, LLC,**

Defendants.

Civil No. 1:11-cv-01053-LP (D. Del.)

IT IS HEREBY STIPULATED AND AGREED by the plaintiff, PJC Logistics, LLC (“PJC”), the defendants, General Motors Company, General Motors, LLC and OnStar, LLC, (collectively “OnStar”) and their respective counsel both in the Delaware action (Case No. 1:11-cv-01053-LP) and the Minnesota MDL (MDL-2249) as follows:

1. In all matters that pertain to OnStar, PJC will be represented by counsel (hereinafter referred to as the “PJC-OnStar counsel”) other than Farney Daniels, LLP.

2. Farney Daniels, LLP cannot communicate to PJC-OnStar counsel any information relating to OnStar. PJC-OnStar counsel will agree to also confirm in writing that it will not receive any OnStar information from Farney Daniels, LLP.

3. Farney Daniels, LLP cannot take testimony from or attend any depositions of any former or current OnStar employees.

4. Farney Daniels agrees it will not communicate anything about OnStar to, or receive any communications from, any expert witness retained by PJC in connection with the OnStar matter.

5. PJC-OnStar counsel will prepare and serve all discovery requests on OnStar without assistance from Farney Daniels, LLP, except that such counsel may, if it wishes, review discovery requests prepared by Farney Daniels and served upon other parties.

6. Farney Daniels will not be allowed to discuss OnStar with any witnesses.

7. This stipulation does not constitute a waiver of any right of OnStar arising out of its former representation by attorneys now employed at Farney Daniels, nor does it constitute a release from any waiver which PJC alleges OnStar may have already provided.

8. OnStar reserves the right to seek severance from the MDL if it does not think the safeguards are protecting its interests, and PJC agrees not to oppose any such request.

/s/ Richard Weinblatt (w/consent)

Stamatios Stamoulis

Richard Weinblatt

Stamoulis & Weinblatt LLC

Two Fox Point Centre

6 Denny Road, Suite 307

Wilmington, DE 19809

(302) 999-1540

/s/ Thomas W. Cunningham

Mark Cantor

mcantor@brookskushman.com

Thomas W. Cunningham

tcunningham@brookskushman.com

Brooks Kushman PC

1000 Town Center, Ste. 2200

Southfield, MI 48075

/s/ Bryan Farney (w/consent)

Bryan Farney

Steven Daniels

Connie Merrier

Farney Daniels, LLP

800 S. Austin Avenue, Suite 200,

Georgetown, Texas 78626-5845

Attorneys for Defendants

/s/ Alan Anderson (w/consent)

Alan M Anderson

Alan Anderson Law Firm LLC

Suite 1260 The Colonnade

5500 Wayzata Boulevard

Minneapolis, MN 55416

612-756-7000

Fax: 612-756-7050

aanderson@anderson-lawfirm.com

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